

## INTERIM AGREEMENT

THIS **INTERIM AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of November, 2020 (“Effective Date”), by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“County”), and **ALPINE-X LLC**, a Virginia limited liability company (“Developer”; together with the County, the “Parties”).

### **RECITALS**

- R-1. The County is the fee simple owner of an approximately 490-acre parcel of land located in Fairfax County, Virginia, having Fairfax County Tax Map # 113-1 ((1)), parcel 14 and further described on Exhibit A (“Parcel 14”) and an adjacent, approximately 418-acre parcel of land located in Fairfax County, Virginia, having Fairfax County Tax Map # 113-1 ((1)), parcel 15 and further described on Exhibit B (“Parcel 15”; together with Parcel 14, the “Property”).
  
- R-2. The County acquired the Property, together with other property, from the federal government, acting through the General Services Administration (“GSA”) pursuant to that certain Quitclaim Deed dated July 11, 2002, and recorded among the Fairfax County land records in Deed Book 13112, at Page 2169 (the “GSA Master Deed”).
  
- R-3. The County currently uses Parcel 14 as the I-95 Landfill Complex and has ground leased the majority of Parcel 15 to the Northern Virginia Regional Park Authority (“NVRPA”) for use as a regional park, pursuant to that certain Deed of Ground Lease, dated December 22, 2010 and recorded among the Fairfax County land records in Deed Book 21521 at Page 1147 (as such lease may be amended from time to time, the “NVRPA Lease”).
  
- R-4. On December 21, 2018, Developer submitted an unsolicited proposal to the County for the redevelopment of portions of the Property (the “Proposal”), pursuant to the Public Private Education Facilities and Infrastructure Act of 2002, Virginia Code Ann. §§ 56-575.1 et seq., as amended (“PPEA”). The Proposal preliminarily named the project “Fairfax Peak” and generally envisioned the construction of an indoor ski facility and related hotel and commercial space, as well as other recreational facilities, such as a wave pool, a ropes course, and zip lines (collectively, the “Project”).
  
- R-5. In May of 2019, the County formally accepted the Proposal for review. Pursuant to the PPEA, the County then issued a “Request for Competing Proposals” also in May of 2019 (the “RCP”). The RCP sought competing proposals for the development of recreational uses on portions of the Property. The County did not receive any responsive responses to the RCP.
  
- R-6. The Parties entered into that certain Right of Entry Agreement on May 11, 2020 (“ROE”) to permit the Developer and its contractors to enter onto portions of the Property and to perform certain initial due diligence work on the site.

- R-7. The Parties desire to enter into this Agreement to initiate certain additional actions, set forth below, in furtherance of the Proposal and the Project and the negotiations conducted to date. In recognition of the complexity of the Proposal and the Project, the Parties wish to begin these efforts prior to entering into a final Comprehensive Agreement pursuant to the PPEA.

**NOW, THEREFORE**, in consideration of the mutual promises in this Agreement, and other valuable consideration, the receipt and legal sufficiency of which are acknowledged by the Parties, the Parties agree to the following:

**Section 1: Property & Project Area.**

- A. Project Area. The development area for the Project will be limited to those portions of the Parcel 14 as described on Exhibit C (the “Project Area”). The Parties may agree in writing to expand the Project Area to the remainder of Parcel 14 and/or – with the consent of NVRPA, to the extent required by the NVRPA Lease – some or all of Parcel 15.
- B. Solar Project. The Developer acknowledges that the County is considering the possibility of developing land adjacent to the Project Area (and/or potentially portions of the Project Area) as a solar power generation facility (the “Solar Project”), as further described in the Landfill Solar Feasibility Memo from HDR Engineering, Inc., dated July 3, 2019 (the “Solar Memo”), and that Developer has received a copy of the Solar Memo from the County. In designing the Project, the Developer will not seek any easements or other rights through the Solar Project area, except as may be specifically approved by the County in writing. In designing the Solar Project, the County reserves the right to locate the Solar Project and/or easements or other rights supporting the Solar Project through the Project Area. The County will provide regular updates on the Solar Project to the Developer and promptly notify the Developer of any potential encroachments of the Solar Project onto the Project Area.
- C. NVRPA Lease. The County has leased a portion of Parcel 15 to NVRPA pursuant to the NVRPA Lease. Developer acknowledges that it has received a copy of the NVRPA Lease and that, except for certain limited development rights retained by the County, it will need to obtain NVRPA’s approval for any portion of the Project to be located on land subject to the NVRPA Lease. The Parties agree to coordinate on outreach to NVRPA regarding the Project.
- D. DEQ Coordination. Developer acknowledges that the Project will require the Virginia Department of Environmental Quality (“DEQ”) to approve a “Major Permit Modification” for the Property. The Parties agree to coordinate on outreach to DEQ regarding the Project.
- E. GSA Master Deed. Developer acknowledges that the Property is subject to the GSA Master Deed. The Parties agree to coordinate on outreach to the applicable entities regarding the Project as may be required by the GSA Master Deed.

## **Section 2: Exclusive Negotiation Period.**

- A. No County Transfer. Except as permitted in Section 2(A)(i) below, the County will neither convey or lease nor agree to convey or lease any portion of the Project Area to a third party before December 31, 2021 (the “Outside Date”), without the prior written consent of the Developer.
- i. Notwithstanding Section 2(A), the County may (a) convey such interests in the Project Area as are reasonably necessary in connection with the Solar Project, as discussed in Section 1(B) above, (b) so long as the term of such agreement is not extended past March 1, 2023, agree to allow the Northern Virginia Radio Control Club (the “Airplane Club”) the use of the runway, “pits area”, and parking area identified in that certain “Memorandum of Agreement-RC Model Aircraft Use at the I-95 Sanitary Landfill”, dated February 23, 2015 (collectively, the “Airplane Area”) for radio controlled airplane uses, and (c) convey such interests in the Project Area as may be reasonably necessary in connection with the operation of the landfill.
  - ii. The County and the Developer may mutually agree to extend the Outside Date for up to one year (i.e., up to December 31, 2022), neither party being under any obligation to do so.
- B. Exclusive Negotiation Period. The County will not negotiate with any third party regarding the development of the Project Area until December 31, 2021. For purposes of this Section 2(B), “the County” means each of Scott Sizer, P3 / Joint-Ventures Policy Coordinator, Office of Economic Initiatives; John Kellas, Deputy Director of Solid Waste Management, Department of Public Works and Environmental Services; and Jose Comayagua, Director, Department of Facilities Management.
- C. The Parties intend to negotiate in good faith to reach subsequent agreements regarding the actual development of the Property. Neither the County nor the Developer, however, is under no obligation to enter into any subsequent agreement. It is anticipated that further development of the Project will involve at least two separate additional agreements. The first agreement, which is anticipated to be an amendment to this Agreement (“Second Interim Agreement”), will address the pursuit of the land use actions for the Project. While land use approvals are pursued under the terms of the Second Interim Agreement, the Parties will negotiate in good faith to reach a Comprehensive Agreement for the actual physical implementation of the redevelopment. The Second Interim Agreement and the Comprehensive Agreement (which may consist of one or more contracts) will be presented to the Board of Supervisors for approval in accordance with the provisions of the PPEA.

## **Section 3: Developer Diligence Work in Project Area.**

- A. ROE. The ROE is attached to this Agreement as Exhibit D and remains in full force and effect in accordance with its terms, except (i) that its term shall be extended to the

Outside Date (as may be extended pursuant to Section 2(A)(ii)), and (ii) in accordance with Section 3(B) of this Agreement.

- B. Coordination with Airplane Club regarding Airplane Area. Notwithstanding anything in the ROE, the Developer will use reasonable efforts to avoid performing Feasibility Studies in the Airplane Area. If the Developer nonetheless determines that it must perform one or more of the Feasibility Studies in the portion of the Airplane Area that is within the Project Area, it will provide the County with at least seven (7) business days' advance notice. The Developer acknowledges that if Developer is required by the ROE to restore any portion of the Airplane Area that is within the Project Area to its pre-existing condition following a Feasibility Study, that the pre-existing condition of such area (e.g., runway) may be different than elsewhere on the Project Area site.

#### **Section 4: Notice.**

- A. Except as set forth in Paragraph 3 of the ROE, all notices, demands or other communications sent under this Agreement ("Notice") must be in writing. Notices must be given by (i) personal delivery or (ii) a nationally recognized, next-day courier service, addressed as follows:

If to the County:

Fairfax County Department of Public Works & Environmental Services  
12000 Government Center Parkway, Suite 548  
Fairfax, VA 22035  
Attention: John Kellas, Director of Solid Waste & Recycling  
[john.kellas@fairfaxcounty.gov](mailto:john.kellas@fairfaxcounty.gov)

With a copy to:

Fairfax County Facilities Management Department  
12000 Government Center Parkway, Suite 424  
Fairfax, VA 22035  
Attention: Michael Lambert, Assistant Director  
[michael.lambert@fairfaxcounty.gov](mailto:michael.lambert@fairfaxcounty.gov)

and

Office of the County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, Virginia 22035  
Attention: County Attorney  
[ryan.wolf@fairfaxcounty.gov](mailto:ryan.wolf@fairfaxcounty.gov)

If to the Developer:

Niels ten Berge  
1308 Vincent Place  
McLean, VA 22101  
[Niels@alpine-X.com](mailto:Niels@alpine-X.com)

and:

Brad Ryan  
1308 Vincent Place  
McLean, VA 22101  
[Brad@alpine-X.com](mailto:Brad@alpine-X.com)

With a copy to:

Cooley LLP  
11951 Freedom Drive, Suite 1400  
Reston, VA 20190  
Attention: Mark C. Looney  
[mlooney@cooley.com](mailto:mlooney@cooley.com)

- B. A Notice given in accordance with this Agreement will be effective upon receipt or refusal by the Party to which it is given.
- C. For convenience, Notices may be sent via email; however, such email Notice will not be considered effective until the original Notice is received by the Party to which it is given pursuant to one of the delivery methods described in Section 11(a) above.
- D. Either Party may change its Notice address from time to time by informing the other Party in writing of such new address.

#### **Section 5: Miscellaneous.**

- A. Entire Agreement. This Agreement, together with its Recitals and the attached Exhibits, all of which are incorporated by reference, is the entire agreement between the Parties. The terms of this Agreement may be amended or modified only by a written instrument executed by the Parties.
- B. Severability. If any provision of this Agreement or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, will not be affected, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.
- C. Applicable Law. This Agreement and any dispute, controversy, or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity

or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than Virginia.

- D. Venue. All claims and litigation arising out of or related to this Agreement must be brought and resolved in the courts of the Commonwealth of Virginia located in the County of Fairfax, Virginia, or U.S. District Court for the Eastern District of Virginia, Alexandria Division.
- E. Assignability. The Developer does not have the right to assign this Agreement. An “assignment” for purposes of this Section 5(E) will include any change in the direct or indirect control of the Developer.
- F. Captions; Interpretation. The captions of this Agreement are for reference only and do not describe the intent of this Agreement or otherwise alter the terms of this Agreement. When a reference is made in this Agreement to an Article, a Section, or an Exhibit, such reference is to an Article of, a Section of, or an Exhibit to this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine, feminine, and non-genders of such terms. Whenever the context requires, any pronouns used in this Agreement include the corresponding masculine, feminine, or non-gender forms.
- G. No Partnership. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the Parties or their successors or permitted assigns.
- H. Time of Essence. Time is of the essence with respect to the performance of the obligations of the Parties under this Agreement.
- I. Counterparts and Distribution. This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.
- J. Waiver. No waiver of any breach of this Agreement will be deemed a waiver of any preceding or succeeding breach under this Agreement or any other agreement. No extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.
- K. Business Days. If any date set forth in this Agreement for the performance of any obligations by the Parties or for the delivery of any instrument or notice falls on a Saturday, Sunday, Legal Holiday, or day in which Fairfax County governmental offices are closed, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday, Legal Holiday, or closing. The term “Legal

Holiday” will mean any Fairfax County, Commonwealth of Virginia, or federal holiday on which post offices are closed in Virginia.

- L. Waiver of Jury Trial. The Parties each waive all rights to a trial by jury in any claim, action, proceeding or counterclaim arising out of or in any way connected with this Agreement.
- M. Disclosure of Materials and Studies. Unless approved in writing by the County, the Developer may not sell or give to any individual or organization (exempting the Developer’s consultants, partners, and agents involved in the Project and its design) any information, reports, or other materials given to, prepared or assembled by the Developer or its consultants under this Agreement or otherwise publicize Developer’s role and involvement with the Property. Any public announcement of the proposed Project must be fully coordinated with the County.
- N. Americans with Disabilities Act.
  - 1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities, and services. Fairfax County government contractors, subcontractors, vendors, and suppliers are subject to this ADA policy. The Developer must make the same commitment and the Developer’s execution of this Agreement is an express acknowledgement of the Developer’s commitment and compliance with ADA.
  - 2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Anyone requesting special accommodations should call the Department ADA representative at 703-324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.
- O. Authorization to Conduct Business in the Commonwealth. In accordance with mandatory County policy, the Developer shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. The Developer shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Section.
- P. Drug Free Workplace. During the performance of this Agreement, the Developer agrees to (i) provide a drug-free workplace for the Developer’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or

use of a controlled substance or marijuana is prohibited in the Developer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Developer that the Developer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to the Developer in accordance with this Section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

- Q. Immigration Reform and Control Act. The Developer agrees that it does not, and shall not during the performance of this Agreement in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- R. Survival. All representations, warranties, and indemnities contained in this Agreement or in any instrument, document, or agreement delivered pursuant to this Agreement will survive termination of this Agreement unless otherwise provided herein.

*Signatures appear on the following page.*

[Signature Page to Interim Agreement – Fairfax Peak]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**COUNTY:**

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,  
a body corporate and politic

By: \_\_\_\_\_  
Name:  
Title:

**DEVELOPER:**

ALPINE-X LLC,  
a Virginia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A – PARCEL 14

*Please see the attached document.*

GREENHORNE &amp;



O'MARA, INC.

VISIONS. SOLUTIONS.

GENERAL CIVIL

TRANSPORTATION

ENVIRONMENTAL

GEOGRAPHIC SCIENCES

January 10, 2002

**METES AND BOUNDS DESCRIPTION OF  
PARCEL "H"  
LORTON CORRECTIONAL COMPLEXES (LCC)  
PLAT OF DIVISION  
BASED ON THE BOUNDARY SURVEY PREPARED BY  
GREENHORNE & O'MARA, INC.  
MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VIRGINIA**

Beginning at a corner to the lands of George M. Neall II, Trustee ~ Deed Book 7139 at Page 1987, said point also being the northwest corner of Lot 27, Section 1, Shirley Acres ~ Deed Book 966 at Page 128, and a corner of Parcel "E" of the Plat of Division; thence departing said lands of George M. Neall II, Trustee, and said Parcel "E", and with said Shirley Acres, Section 1, and then with the lands of Edward Katz, Trustee, ~ Deed Book 7198 at Page 1068, and then with the lands of Furnace Associates, Inc. ~ Deed Book 4777 at Page 164,

South 03°09'19" East, a distance of 1899.18 feet (passing through a found concrete monument at 343.62 feet, through a found concrete monument at 693.62 feet, through a found concrete monument at 1099.25 feet, and through a found concrete monument at 1499.13 feet) to a point, said point being South 60°39'16" East, 2.00 feet from a twin Maple tree; thence continuing with said lands of Furnace Associates, Inc.

South 37°21'19" West, a distance of 2387.36 feet (passing through a set concrete monument at 600.00 feet, through a set concrete monument at 1195.74 feet, through a found concrete monument at 1242.11 feet, through a found concrete monument at 1422.24 feet, and through a found concrete monument at 1922.24 feet) to an iron pipe set, said pipe being a corner to Parcel "T" of the Plat of Division; thence departing the lands of Furnace Associates, Inc. and with the lands of said Parcel "T" the following thirty four (34) courses and distances:

North 55°56'38" West, a distance of 271.77 feet; thence  
South 37°54'47" West, a distance of 295.00 feet; thence  
North 52°30'56" West, a distance of 229.91 feet; thence  
South 88°23'40" West, a distance of 520.61 feet; thence  
South 24°59'42" West, a distance of 1418.18 feet; thence  
South 47°46'12" East, a distance of 480.18 feet; thence  
South 37°20'28" West, a distance of 42.32 feet; thence  
South 52°24'19" East, a distance of 57.08 feet; thence

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Parcel "H"

Lorton Correctional Complexes (LCC)

January 10, 2002

North 37°51'08" East, a distance of 41.01 feet; thence  
 South 37°16'07" East, a distance of 28.10 feet; thence  
 South 20°08'55" West, a distance of 543.64 feet; thence  
 South 67°27'15" West, a distance of 533.64 feet; thence  
 North 50°35'38" West, a distance of 91.54 feet; thence  
 North 74°44'56" West, a distance of 545.00 feet; thence  
 South 84°42'12" West, a distance of 538.01 feet; thence  
 South 07°27'10" West, a distance of 256.37 feet; thence  
 North 79°31'19" West, a distance of 300.26 feet; thence  
 North 08°45'40" East, a distance of 166.22 feet; thence  
 South 80°24'03" West, a distance of 212.78 feet; thence  
 South 76°40'38" West, a distance of 54.54 feet; thence  
 South 67°24'52" West, a distance of 98.52 feet; thence  
 South 19°26'56" West, a distance of 45.63 feet; thence  
 South 62°32'56" West, a distance of 71.18 feet; thence  
 North 54°36'03" West, a distance of 139.55 feet; thence  
 South 85°11'41" West, a distance of 63.29 feet; thence  
 North 43°07'53" West, a distance of 357.74 feet; thence  
 North 14°48'40" West, a distance of 364.50 feet; thence  
 North 03°49'08" East, a distance of 539.91 feet; thence  
 North 12°05'16" East, a distance of 1020.06 feet; thence  
 North 19°46'56" East, a distance of 664.11 feet; thence  
 North 10°21'43" East, a distance of 221.13 feet; thence  
 North 05°08'31" West, a distance of 228.25 feet; thence  
 North 15°14'38" West, a distance of 607.84 feet; thence

North 22°24'06" East, a distance of 568.17 feet to an iron pipe set, said pipe being a corner to Parcel "G" of the Plat of Division; thence departing the lands of said Parcel "T" and with the lands of said Parcel "G" the following four (4) courses and distances:

North 00°29'44" West, a distance of 290.34 feet; thence  
 North 06°53'35" West, a distance of 261.70 feet; thence  
 North 55°15'02" East, a distance of 486.80 feet; thence

North 01°42'33" West, a distance of 445.36 feet to an iron pipe set, said pipe being a corner to Parcel "E" of the Plat of Division; thence departing the lands of said Parcel "G" and with the lands of said Parcel "E" the following three (3) courses:

South 89°16'28" East, a distance of 980.05 feet; thence  
 South 77°59'25" East, a distance of 1633.25 feet; thence

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Parcel "H"

Lorton Correctional Complexes (LCC)

January 10, 2002

North 59°16'42" East, a distance of 1291.92 feet to a point in the centerline of Furnace Road ~ Virginia State Route #611 ~ 30' prescriptive right-of-way, thence departing centerline of said Furnace Road and continuing with the lands of said Parcel "E",

North 80°18'59" East, a distance of 1122.32 feet to the Point of Beginning

Containing 512.6690 ACRES of land, more or less.

DMD/em

EXHIBIT B – PARCEL 15

*Please see the attached document.*



GENERAL CIVIL  
TRANSPORTATION  
ENVIRONMENTAL  
GEOGRAPHIC SCIENCES

January 10, 2002

**METES AND BOUNDS DESCRIPTION OF  
PARCEL "T"  
LORTON CORRECTIONAL COMPLEXES (LCC)  
PLAT OF DIVISION  
BASED ON THE BOUNDARY SURVEY PREPARED BY  
GREENHORNE & O'MARA, INC.  
MOUNT VERNON DISTRICT  
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point in the centerline of Ox Road ~ Virginia State Route #123 ~ 30' prescriptive right-of-way, said point being a corner to the lands of Fairfax County Water Authority and Parcel "G" of the Plat of Division; thence departing the centerline of said Ox Road and the lands of said Fairfax County Water Authority and with the lands of said Parcel "G" the following two (2) courses:

South 77°50'42" East, a distance of 33.77 feet; thence

South 64°43'24" East, a distance of 923.51 feet to an iron pipe set, said pipe being a corner to Parcel "H" of the Plat of Division; thence departing said Parcel "G" and with the lands of said Parcel "H" the following thirty five (35) courses and distances:

South 22°24'06" West, a distance of 568.17 feet; thence  
South 15°14'38" East, a distance of 607.84 feet; thence  
South 05°08'31" East, a distance of 228.25 feet; thence  
South 10°21'43" West, a distance of 221.13 feet; thence  
South 19°46'56" West, a distance of 664.11 feet; thence  
South 12°05'16" West, a distance of 1020.06 feet; thence  
South 03°49'08" West, a distance of 539.91 feet; thence  
South 14°48'40" East, a distance of 364.50 feet; thence  
South 43°07'53" East, a distance of 357.74 feet; thence  
North 85°11'41" East, a distance of 63.29 feet; thence  
South 54°36'03" East, a distance of 139.55 feet; thence  
North 62°32'56" East, a distance of 71.18 feet; thence  
North 19°26'56" East, a distance of 45.63 feet; thence  
North 67°24'52" East, a distance of 98.52 feet; thence  
North 76°40'38" East, a distance of 54.54 feet; thence  
North 80°24'03" East, a distance of 212.78 feet; thence  
South 08°45'40" West, a distance of 166.22 feet; thence

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 Parcel "T"  
 Lorton Correctional Complexes (LCC)  
 January 10, 2002

South 79°31'19" East, a distance of 300.26 feet; thence  
 North 07°27'10" East, a distance of 256.37 feet; thence  
 North 84°42'12" East, a distance of 538.01 feet; thence  
 South 74°44'56" East, a distance of 545.00 feet; thence  
 South 50°35'38" East, a distance of 91.54 feet; thence  
 North 67°27'15" East, a distance of 533.64 feet; thence  
 North 20°08'55" East, a distance of 543.64 feet; thence  
 North 37°16'07" West, a distance of 28.10 feet; thence  
 South 37°51'08" West, a distance of 41.01 feet; thence  
 North 52°24'19" West, a distance of 57.08 feet; thence  
 North 37°20'28" East, a distance of 42.32 feet; thence  
 North 47°46'12" West, a distance of 480.18 feet; thence  
 North 24°59'42" East, a distance of 1418.18 feet; thence  
 North 88°23'40" East, a distance of 520.61 feet; thence  
 South 52°30'56" East, a distance of 229.91 feet; thence  
 North 37°54'47" East, a distance of 295.00 feet; thence

South 55°56'38" East, a distance of 271.77 feet to an iron pipe set in the line of the lands of Furnace Associates, Inc. ~ Deed Book 4777 at Page 164; thence departing said Parcel "H" and with the lands of said Furnace Road Associates,

South 37°21'19" West, a distance of 35.13 feet to a set concrete monument; thence continuing with said lands of Furnace Associates, Inc. the following two (2) courses and distances:

South 41°58'22" East, a distance of 443.56 feet; thence

South 42°25'22" East, a distance of 673.99 feet (passing 1.27 feet right of a found concrete monument at 299.87 feet, and through a set concrete monument at 650.00 feet) to a point in the centerline of Furnace Road ~ Virginia State Route #611 ~ variable width and prescriptive right-of-way; thence with the centerline of said Furnace Road the following five (5) courses and distances:

South 01°18'52" East, a distance of 105.29 feet; thence  
 South 05°01'05" East, a distance of 95.61 feet; thence  
 South 07°31'01" East, a distance of 100.92 feet; thence  
 South 12°48'08" East, a distance of 98.08 feet; thence

South 22°37'27" East, a distance of 66.96 feet to a point; thence departing the centerline of said Furnace Road, and with the lands of W. & N. Company ~ Deed Book 6404 at Page 331, and then with another parcel of the lands of W. & N. Company ~ Deed Book 6404 at Page 331,

Page 3  
 Parcel "T"  
 Lorton Correctional Complexes (LCC)  
 January 10, 2002

South 41°44'13" West, a distance of 950.11 feet (passing through a found iron pipe at 16.69 feet, and through a found concrete monument at 450.17 feet) to a point, said point being North 42°31'18" East, 0.26 feet from a found iron pipe; thence continuing with the lands of W. & N. Company, and then with another parcel of the lands of Furnace Associates, Inc. ~ Deed Book 5227 at Page 780,

South 82°20'26" East, a distance of 1123.85 feet (passing through a found concrete monument at 79.84 feet, through a found concrete monument at 500.01 feet, 0.22 feet left of a disturbed found concrete monument at 975.47 feet, and through a found concrete monument at 1100.46 feet) to a point in the centerline of the aforesaid Furnace Road; thence with the centerline of said Furnace Road the following eight (8) courses and distances:

South 27°39'53" East, a distance of 30.20 feet; thence  
 South 30°07'37" East, a distance of 329.82 feet; thence  
 South 31°46'16" East, a distance of 259.93 feet; thence  
 South 29°54'30" East, a distance of 83.90 feet; thence  
 South 23°59'33" East, a distance of 92.22 feet; thence  
 South 19°40'27" East, a distance of 91.41 feet; thence  
 South 16°27'08" East, a distance of 85.45 feet; thence

South 13°52'07" East, a distance of 37.20 feet to a point; thence departing the centerline of said Furnace Road, and with the lands of Colchester Land Company, L.L.C. ~ Deed Book 9445 at Page 109, the following twenty-one (21) courses and distances:

South 53°09'11" West, a distance of 3130.36 feet (passing through a found concrete monument at 21.29 feet, through a found concrete monument at 351.61 feet, through a found concrete monument at 745.88 feet, through a found concrete monument at 1107.55 feet, through a found concrete monument at 1515.88 feet, through a found concrete monument at 2000.95 feet, through a found concrete monument at 2516.05 feet, and through a found concrete monument at 3085.37 feet; thence

North 14°46'18" West, a distance of 183.98 feet; thence  
 North 27°03'12" West, a distance of 81.00 feet; thence  
 North 05°56'12" West, a distance of 82.17 feet; thence  
 North 61°47'22" West, a distance of 30.14 feet; thence  
 North 60°50'42" West, a distance of 192.62 feet; thence  
 North 76°29'42" West, a distance of 156.75 feet; thence  
 North 55°30'02" West, a distance of 84.25 feet; thence  
 North 65°47'22" West, a distance of 272.55 feet; thence  
 North 37°39'02" West, a distance of 203.48 feet; thence  
 North 81°58'02" West, a distance of 32.17 feet; thence  
 South 45°58'28" West, a distance of 91.19 feet; thence

Page 4

Parcel "T"

Lorton Correctional Complexes (LCC)

January 10, 2002

South 18°27'48" West, a distance of 135.13 feet; thence  
 South 67°16'38" West, a distance of 148.76 feet; thence  
 South 30°44'52" East, a distance of 428.59 feet; thence  
 South 65°03'12" East, a distance of 54.00 feet; thence  
 South 31°54'32" East, a distance of 206.66 feet (passing through a found concrete monument at  
 156.66 feet); thence  
 South 82°54'18" West, a distance of 64.78 feet; thence  
 South 29°00'18" West, a distance of 355.81 feet; thence  
 South 13°20'38" West, a distance of 167.10 feet; thence

South 46°50'32" East, a distance of 182.95 feet to a point on the shore line of the Occoquan River;  
 thence with the shore line of said Occoquan River the following thirty-four (34) courses and distances:

North 82°20'12" West, a distance of 230.20 feet; thence  
 North 68°37'22" West, a distance of 257.19 feet; thence  
 North 88°19'02" West, a distance of 187.17 feet; thence  
 North 75°52'52" West, a distance of 227.31 feet; thence  
 North 58°11'57" West, a distance of 276.78 feet; thence  
 North 41°22'51" West, a distance of 105.87 feet; thence  
 North 01°56'11" East, a distance of 211.90 feet; thence  
 North 00°21'53" East, a distance of 89.79 feet; thence  
 North 21°36'37" West, a distance of 306.42 feet; thence  
 North 06°31'39" East, a distance of 106.97 feet; thence  
 North 06°46'42" West, a distance of 194.29 feet; thence  
 North 15°38'46" West, a distance of 94.85 feet; thence  
 North 02°02'48" West, a distance of 214.07 feet; thence  
 North 31°12'18" West, a distance of 240.82 feet; thence  
 North 18°46'13" West, a distance of 92.58 feet; thence  
 North 29°19'35" West, a distance of 132.29 feet; thence  
 North 50°10'28" West, a distance of 124.39 feet; thence  
 North 24°50'24" West, a distance of 129.16 feet; thence  
 North 59°56'35" West, a distance of 86.38 feet; thence  
 North 28°31'35" West, a distance of 99.93 feet; thence  
 North 44°57'08" West, a distance of 114.06 feet; thence  
 North 46°54'20" West, a distance of 122.60 feet; thence  
 North 38°49'36" West, a distance of 460.53 feet; thence  
 North 27°20'38" West, a distance of 70.45 feet; thence  
 North 39°30'51" West, a distance of 132.59 feet; thence  
 North 38°32'03" West, a distance of 334.42 feet; thence  
 North 22°40'25" West, a distance of 166.84 feet; thence  
 North 41°56'50" West, a distance of 87.14 feet; thence  
 North 47°42'17" West, a distance of 58.00 feet; thence  
 North 47°00'18" West, a distance of 78.64 feet; thence

Page 5  
 Parcel "T"  
 Lorton Correctional Complexes  
 January 10, 2002

North 52°12'39" West, a distance of 61.84 feet; thence  
 North 44°09'33" West, a distance of 243.03 feet; thence  
 North 52°25'52" West, a distance of 169.70 feet; thence

North 60°04'15" West, a distance of 123.27 feet to a point on the eastern right-of-way line of Ox Road ~ Virginia State Route #123 ~ variable right-of-way and prescriptive right-of-way; thence departing shoreline of said Occoquan River, and with eastern right-of-way line of said Ox Road the following six (6) courses and distances:

North 05°55'12" East, a distance of 144.04 feet; thence  
 North 23°00'49" East, a distance of 142.57 feet; thence  
 North 04°24'36" West, a distance of 153.14 feet; thence  
 North 02°39'12" West, a distance of 284.03 feet; thence  
 North 05°33'04" East, a distance of 239.80 feet; thence

North 01°27'04" West, a distance of 45.60 feet to a found concrete monument, said monument being a corner of the lands of Newton Asphalt Company Incorporated of Virginia ~ Deed Book 5431 at Page 1105; thence departing eastern right-of-way line of said Ox Road, and with lands of said Newton Asphalt Company Incorporated of Virginia and then with the lands of Virginia Public Service Company ~ Deed Book C-11 at Page 279,

North 24°15'38" East, a distance of 1959.29 feet (passing through a set concrete monument at 458.62 feet, through a found concrete monument at 958.55 feet, and through a found concrete monument at 1458.51 feet) to a found concrete monument; thence continuing with the lands of said Virginia Public Service Company,

North 65°07'31" West, a distance of 553.88 feet to a point in the centerline of the aforesaid Ox Road, said point also being a corner of the lands of Fairfax County Water Authority ~ Deed Book 10373 at Page 1122; thence departing said Virginia Public Service Company and with the centerline of said Ox Road and the lands of said Fairfax County Water Authority the following ten (10) courses and distances:

North 17°25'01" East, a distance of 135.23 feet; thence  
 North 08°58'36" East, a distance of 140.49 feet; thence  
 North 01°57'18" West, a distance of 94.46 feet; thence  
 North 05°25'49" West, a distance of 237.79 feet; thence  
 North 08°37'53" West, a distance of 66.29 feet; thence  
 North 18°54'17" West, a distance of 107.03 feet; thence  
 North 25°41'36" West, a distance of 84.80 feet; thence  
 North 20°25'45" West, a distance of 61.62 feet; thence  
 North 07°47'07" West, a distance of 51.65 feet; thence  
 North 06°41'12" East, a distance of 48.34 feet to the Point of Beginning

Containing 417.5254 ACRES of land, more or less.

## EXHIBIT C – PROJECT AREA

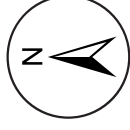
The “Project Area” is the area within the yellow boundary on the attached document.



## Legend

— Phase 1 Area of Interest

— Projected Major Development



FEET

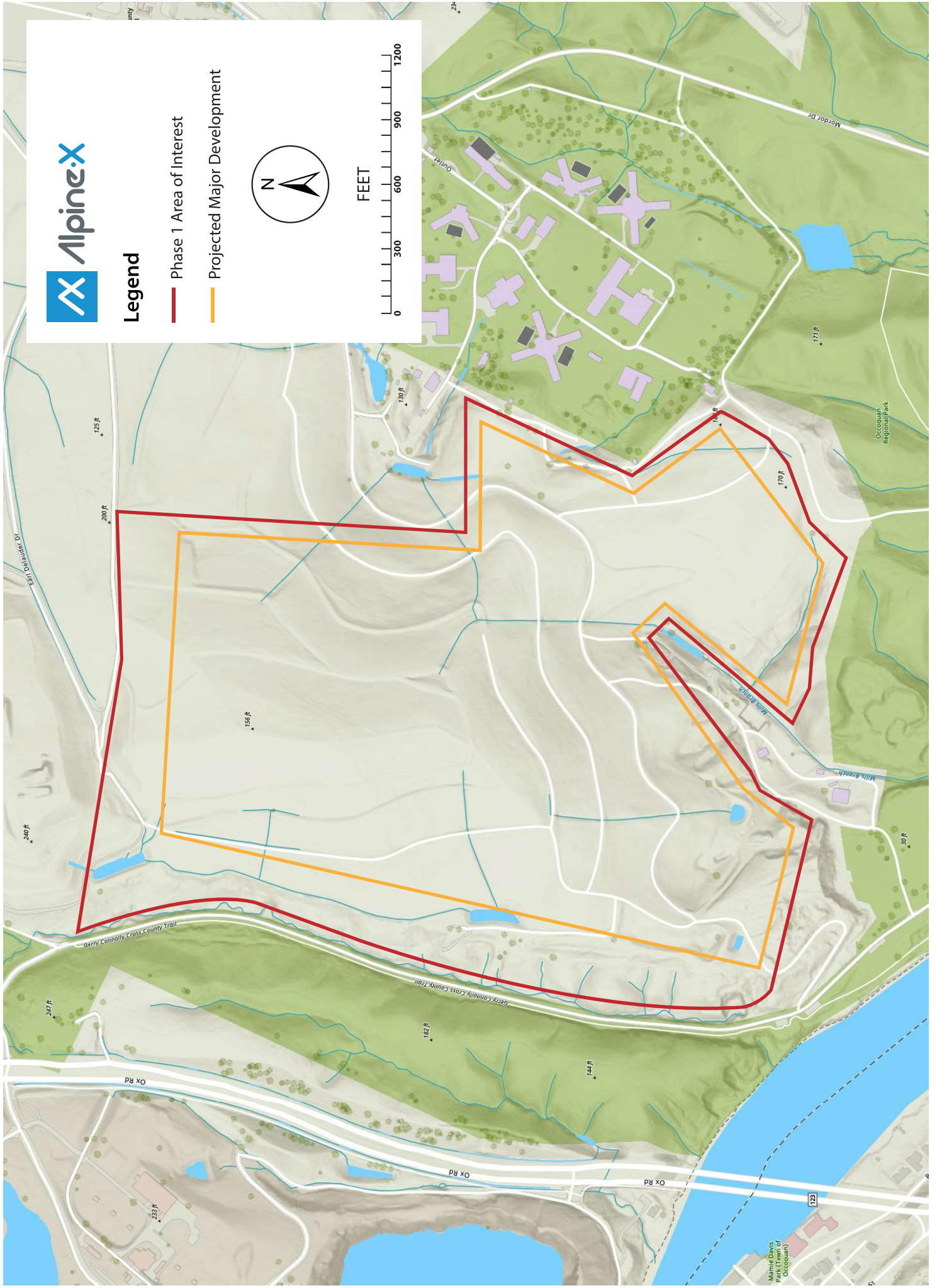
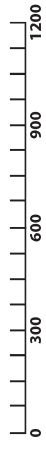


EXHIBIT D – RIGHT OF ENTRY AGREEMENT

*Please see the attached document.*

**EFFECTIVE DATE: May 11, 2020**

**FAIRFAX COUNTY  
RIGHT OF ENTRY AGREEMENT**

**RE: I-95 Landfill Complex, Lorton**

THIS RIGHT OF ENTRY AGREEMENT (“Agreement”) by and between **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the “County”) and **ALPINE-X LLC** (the “Developer”).

**RECITALS**

**WHEREAS**, the County owns that certain parcel of real property having Fairfax County Tax Map Parcel Number 113-1 ((1)), Parcel 14 (“Parcel 14”); and

**WHEREAS**, Developer desires to enter that portion of Parcel 14 contained within the golden boundary line on graphic on the attached Exhibit A (such portion, the “Property”) for the purpose of performing certain Feasibility Studies (as defined below) in anticipation of negotiating an agreement with the County for the development of the Property pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002, Chapter 22.1 of Title 56 of the Virginia Code (“PPEA”).

**NOW, THEREFORE**, in consideration of the Recitals, which are incorporated into this Agreement by reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. Right of Entry. Subject to the terms and conditions of this Agreement, starting on the Effective Date and continuing until the Expiration Date, the County grants the Developer and its employees, agents, contractors, and invitees (collectively, “Agents”) the right to enter the Property at any time during daylight hours Monday through Saturday for performing the tasks described on Exhibit B to this Agreement (the “Feasibility Studies”). For clarity, the Property includes only those portions of Parcel 14 within the golden boundary line on the graphic on Exhibit A; it does not include other areas within Parcel 14 that are outside the golden line on Exhibit A. Other than the Feasibility Studies, Developer shall make no other use of the Property and shall perform no other activities on the Property without the County’s prior written approval.

2. Expiration; Termination. This Agreement will automatically expire (without further action by the County) at 11:59 p.m. on December 31, 2020 (the “Expiration Date”). The County and the Developer may mutually agree in writing to extend the Expiration Date, but neither party is under any obligation to do so. Notwithstanding the foregoing, the County may revoke this Agreement

at any time by notice delivered to Developer at the address set forth in Section 11 of this Agreement.

3. Prerequisites to Entry. Before entering the Property for each component of the Feasibility Studies (whether conducted individually or collectively), Developer must:

- a. Provide proof of insurance as required in Section 10 of this Agreement; and
- b. Provide advance notice (via email to each of John Kellas ([john.kellas@fairfaxcounty.gov](mailto:john.kellas@fairfaxcounty.gov)), Eric Forbes ([eric.forbes@fairfaxcounty.gov](mailto:eric.forbes@fairfaxcounty.gov)), and Robert Glenn ([robert.glenn@fairfaxcounty.gov](mailto:robert.glenn@fairfaxcounty.gov))) and receive the County's approval (by email from one of the three named recipients) to proceed, such approval not to be unreasonably withheld or delayed.

4. Performance of Feasibility Studies.

- a. During initial clearing and grubbing, Developer and its Agents will identify all County monitoring wells, whether active or abandoned, that are located within the areas of actual work or investigation pursuant to the Feasibility Studies and surround them with orange construction fencing to prevent disturbance.

- b. If, as a result of Developer's Feasibility Studies, subsurface trash or waste is disturbed or exposed, Developer will document, photograph, and locate via GPS each area of exposed trash, including the depth discovered and the surface area of the waste. The Developer will remove at its cost any such exposed or disturbed trash to an active portion of the landfill, if any, the adjacent resource recovery facility, or to another facility appropriate to receive the material(s). Developer and its Agents will use its best efforts to cap areas of exposed waste by the end of each working day with clay or synthetic material to seal the waste areas. The cap will comply with the Property's closure plan and applicable permits. When daily cap repair is not practically achievable, the Developer will provide a temporary cover of either 6" of dirt, a tarp or other approved material to minimize infiltration and prevent surface litter, provided that such temporary measure is replaced with a permanent cap within three (3) days. No stock piling of waste is authorized. Developer and its Agents must notify the County at the close of business of each working day of the discovery of any subsurface waste or trash disturbed or exposed by Developer or its Agents.

- c. The Developer and its Agents will coordinate with the County to allow the County to arrange for site inspection during all work associated with the Feasibility Studies. The Developer and its Agents will, upon request, (i) allow the County and its designated consultant(s) (as identified by the County to the Developer) such access to the Feasibility Study work areas as the County or its consultant may deem necessary from time to time to monitor the work of the Feasibility Studies and (ii) provide the County's consultant with such information regarding the work of the Feasibility Studies as the consultant may reasonably require.

- d. Developer and its Agents will coordinate with the County for any temporary modifications to the existing drainage systems if impacted by the Feasibility Studies. Developer

and/or its Agents will modify and connect any underground pipes that become exposed to daylight by new slopes to new project drainage features that meet County and DEQ requirements.

e. Encountering methane should be expected. When conducting the Feasibility Studies, Developer and its Agents will employ appropriate methane detection and mitigation measures at all times in accordance with industry standards for comparable studies or investigative work.

f. The County will provide Developer with a copy of the I-95 safety plan. Developer and its Agents must immediately stop work upon notification from County staff that work is being conducted in an unsafe manner and, in the view of the County, poses a risk to the Property and/or the surrounding area. In such event, Developer and its Agents may not resume work until County staff and the Developer agree upon modifications or measures intended to address the alleged deficiencies.

g. Developer and its Agents will comply with all applicable laws, ordinances and OSHA safety protocols related to construction-related activities while conducting the Feasibility Studies on the Property. Developer and its Agents will provide and adequately maintain any barricades, fences, signs, lanterns and other suitable devices as deemed necessary by OSHA guidelines for employee and public safety with respect to the Feasibility Studies performed under this Agreement.

h. During periods of actual work related to the Feasibility Studies, Developer and its Agents will maintain the security of each of its work sites on the Property to the reasonable satisfaction of the County for the purpose of limiting access to the Feasibility Study work areas to only Developer and its Agents. Developer and its Agents will each maintain all its work areas on the Property in a clean and presentable manner.

i. The County and the Developer may add to the scope of the Feasibility Studies by amending this Agreement (including Exhibits A and B) in writing, neither party being under any obligation to do so.

j. Notwithstanding anything in this Agreement to the contrary, Developer and its Agents will not dig or drill to, or otherwise disturb, existing subgrade or landfill base. If the depth of the subgrade and/or landfill base cannot be determined at given location, Developer and its Agents will not dig or drill in or otherwise disturb such location without the County's prior written approval.

5. Restoration. Except as provided in Section 4 above regarding the potential installation of new caps, Developer, at its own expense, will promptly restore, as near as reasonably possible, those portions of the Property disturbed by Developer and/or its Agents to their original condition(s) in accordance with the Property's closure plan and applicable permits. Developer and its Agents will coordinate with the County before commencing any such restoration work.

6. Hazardous Materials.

a. Developer acknowledges that the Property is the site of a closed landfill and may contain Hazardous Materials (as defined below). If Developer or its Agents discovers any Hazardous Materials on the Property that would not otherwise reasonably be expected to be discovered when conducting the Feasibility Studies on a closed landfill, such as evidence of potential chemical contamination or leak, it or they will immediately notify the County.

b. "Hazardous Materials" means (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law (as defined below) or any other applicable law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (b) any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; and (c) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product and any other substance the presence of which could be detrimental to the Property or hazardous to health or the environment.

i. "Environmental Law" means any present and future law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Property and relating to the environment and environmental conditions or to any Hazardous Material (including, without limitation, CERCLA, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; and any so-called "Super Fund" or "Super Lien" law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety

7. Election Not to Proceed; Reports. In the event either the County or the Developer notifies the other of its intent not to proceed with execution of a Interim Agreement pursuant to the PPEA process, Developer must, promptly following such notice, deliver to the County or destroy all materials or reports in Developer's possession prepared or obtained through the Feasibility Studies and must deliver to the County a certified statement that all work that could give rise to a lien against the Property has been paid in full. Before any such notice, the County may request information and/or reports prepared or obtained through the Feasibility Studies as part of PPEA negotiations.

8. Equipment.

a. Developer and its Agents may store equipment on the Property during the term of this Agreement; provided, however, that Developer and its Agents shall be solely responsible for securing such equipment on the Property, and the County will not be liable for any theft or damage to any equipment stored by Developer on the Property.

b. At the expiration or termination of this Agreement, the Developer will remove all tools, equipment, and other personal property from the Property at its sole cost. This provision survives the expiration or earlier termination of this Agreement.

9. Indemnification. Developer will indemnify and hold harmless the County and its officials, officers, employees, and agents:

a. From and against any and all claims, demands, damages, suits, actions, proceedings, judgments, decrees, orders, fines, costs, and expenses (including reasonable attorney's fees) due to any damage to property, injury or death of any person, or otherwise as a result of the entry upon or activities within the Property by the Developer, its employees, Agents, or independent contractors occurring in connection with, or arising out of the performance of the work permitted by this Agreement; provided, however, the foregoing indemnity shall exclude any claims or liabilities caused by the gross negligence or willful misconduct of the County;

b. From all liabilities, remedial costs, environmental claims, fees, or other expenses directly related to, arising from, or attributable to (i) any Hazardous Materials introduced by the Developer on the Property or (ii) Developer's activities involving Hazardous Materials on the Property, to the extent that Developer is either negligent in such activities or in breach of the terms of this Agreement (e.g., failure to appropriately install a cap). The foregoing indemnity excludes any claims or liabilities caused by the gross negligence or willful misconduct of the County; and

c. From any claims by contractors or subcontractors who perform any activity on the Property; provided, however, the foregoing indemnity shall exclude any claims or liabilities caused by the gross negligence or willful misconduct of the County. This Agreement must not be construed as granting the Developer or any contractor of the Developer the right to place any lien, mechanic's lien, or any charge on the Property.

10. Insurance.

a. Developer and/or its Agents will obtain and maintain throughout the term of this Agreement the following types of insurance:

i. Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

ii. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Developer, its Agents, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

iii. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Developer or its Agents. In addition, all mobile equipment used by the Developer or its Agents in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

b. The County and its officials, officers, employees, and agents will be named as “additional insured” on the General Liability and automobile policies.

c. Each of the insurance policies required by this Section 10 must be issued by companies licensed and authorized to do business in the Commonwealth of Virginia and having a Best’s Key Rating of at least A:VII.

d. For so long as this Agreement remains effective, Developer may not cancel, terminate or modify (except to increase the amount of coverage) the required insurance policies without providing thirty (30) days’ prior written notice from Developer to the County. If the required insurance policies should be canceled, terminated, or modified, so that the insurance is not in full force and effect, then the County may terminate this Agreement immediately, without prior notice or right to cure by the Developer

e. Evidence of the requisite insurance policies in the form of certificates of insurance must be submitted to the County before entry by Developer or its Agents onto the Property and from time to time at the County’s request. The insurance certificates must state that the coverage “is primary to all other coverage the County may possess.”

#### 11. Notice.

a. Except as set forth in Paragraph 3 above, all notices, demands or other communications sent under this Agreement (“Notice”) must be in writing. Notices must be given by (i) personal delivery or (ii) a nationally recognized, next-day courier service, addressed as follows:

##### If to the County:

Fairfax County Department of Public Works & Environmental Services  
12000 Government Center Parkway, Suite 548  
Fairfax, VA 22035  
Attention: John Kellas, Director of Solid Waste & Recycling  
[john.kellas@fairfaxcounty.gov](mailto:john.kellas@fairfaxcounty.gov)

With a copy to:

Fairfax County Facilities Management Department  
12000 Government Center Parkway, Suite 424  
Fairfax, VA 22035  
Attention: Michael Lambert, Assistant Director  
[michael.lambert@fairfaxcounty.gov](mailto:michael.lambert@fairfaxcounty.gov)

and

Office of the County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, Virginia 22035  
Attention: County Attorney  
[ryan.wolf@fairfaxcounty.gov](mailto:ryan.wolf@fairfaxcounty.gov)

If to the Developer:

Niels ten Berge  
1308 Vincent Place  
McLean, VA 22101  
[Niels@alpine-X.com](mailto:Niels@alpine-X.com)

and:

Brad Ryan  
1308 Vincent Place  
McLean, VA 22101  
[Brad@alpine-X.com](mailto:Brad@alpine-X.com)

With a copy to:

Cooley LLP  
11951 Freedom Drive, Suite 1400  
Reston, VA 20190  
Attention: Mark C. Looney  
[mlooney@cooley.com](mailto:mlooney@cooley.com)

b. A Notice given in accordance with this Agreement will be effective upon receipt or refusal by the party to which it is given.

c. For convenience, Notices may be sent via email; however, such email Notice will not be considered effective until the original Notice is received by the party to which it is given pursuant to one of the delivery methods described in Section 11(a) above.

d. Either party may change its Notice address from time to time by informing the other party in writing of such new address.

12. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to its conflict of laws statutes.

b. Survival. The obligations of Sections 4(b), 5, 8(b), and 9 will survive the expiration or other termination of this Agreement.

c. Waiver, Modification. Failure by either party to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof, except where non-action is expressly described herein as such a waiver. This Agreement shall not be modified, amended, or altered except by a written agreement signed by the County and the Developer.

d. No Right, Title, or Interest. Nothing contained in this Agreement and no action or inaction by the County shall be deemed or construed to mean that the County has granted the Developer any right, power, or permission to do any act or make any agreement that may create, give rise to, or be the foundation for any right, title, interest, lien, or charge to the Property, including, but not limited to, the grant of an easement in the Property.

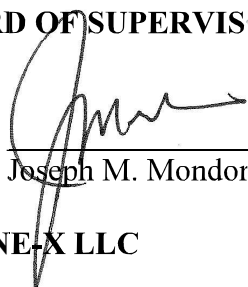
e. Time. With respect to all time periods contained in this Agreement, it is expressly understood that time is of the essence.

f. Appropriations. To the extent this Agreement is construed to impose any financial obligations upon the County, any such financial obligations shall be binding to the extent of appropriations by the Fairfax County Board of Supervisors.

g. Counterparts; Electronic Signature. This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

**BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**

By:



Joseph M. Mondoro, Chief Financial Officer

**ALPINE-X LLC**

By:

Niels ten Berge, Chief Executive Officer

d. Either party may change its Notice address from time to time by informing the other party in writing of such new address.

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d. No Right, Title, or Interest. Nothing contained in this Agreement and no action or inaction by the County shall be deemed or construed to mean that the County has granted the Developer any right, power, or permission to do any act or make any agreement that may create, give rise to, or be the foundation for any right, title, interest, lien, or charge to the Property, including, but not limited to, the grant of an easement in the Property.

e. Time. With respect to all time periods contained in this Agreement, it is expressly understood that time is of the essence.

f. Appropriations. To the extent this Agreement is construed to impose any financial obligations upon the County, any such financial obligations shall be binding to the extent of appropriations by the Fairfax County Board of Supervisors.

g. Counterparts; Electronic Signature. This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

**BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Joseph M. Mondoro, Chief Financial Officer

**ALPINE-X LLC**

By:  \_\_\_\_\_  
Niels ten Berge, Chief Executive Officer

EXHIBIT A

DESCRIPTION OF PROPERTY

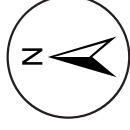
*Please see attached graphic.*



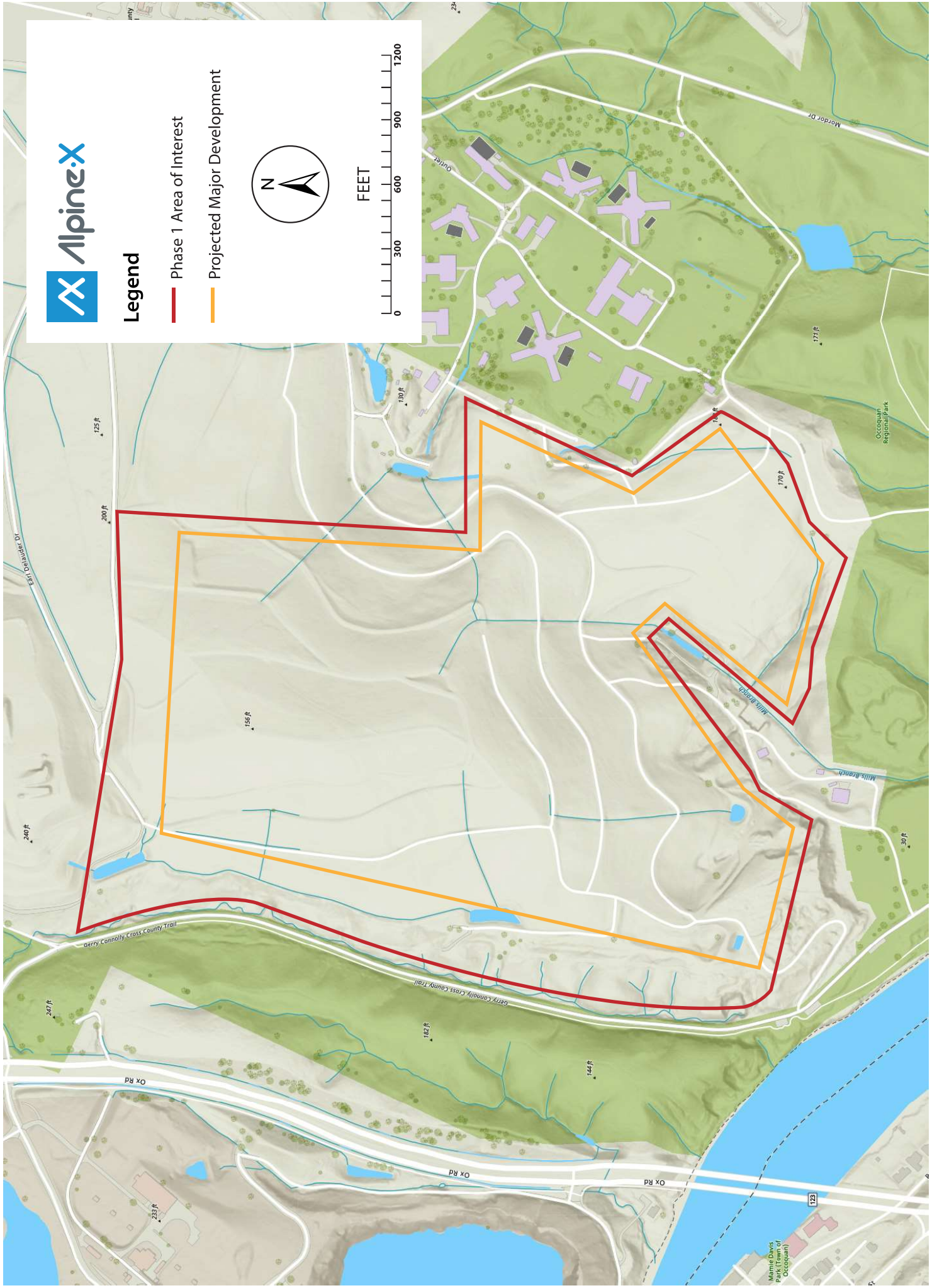
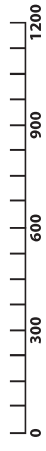
## Legend

— Phase 1 Area of Interest

— Projected Major Development



FEET



## EXHIBIT B

### SCOPE OF WORK

*Please see attached document.*



The current scope of the project is marked with the burgundy red line. The yellow area will be used for further exploration of the feasibility of building large construction on the landfill.

### **Expected Feasibility Surveys:**

- ALTA (American Land Title Association) Survey
- UAV (unmanned aerial vehicle) topographical survey
- Ground Penetrating Radar (GPR) and Electrical Resistivity Testing
- Cone penetrometer test (CPT)
- Standard Penetration Testing
- Test pits (not expected)
- Geotechnical sampling of waste properties
- In-situ Permeability Testing and Evaluation (Pumping Tests)
- Soil/Groundwater/Surface Water/Leachate Sampling and Analysis
- Confirm access to utilities (grey water, water, heat, sewer, etc.)
- Groundwater and Seepage Analysis and Design
- Lateral Earth Pressure Estimates (Field Load Tests)
- Settlement Analyses and Monitoring
- Hydrologic Investigation and Analyses
- Erosion Inspections
- Hydraulic Analyses of Pipes, Channels, Ditches, etc.
- Phase I ESA (Environmental Site Assessments)